"While the exact date of the erection of the building is not shown, it appears to have been erected some time during the early 90's; at any rate, long prior to the enactment of chapter 652, Laws 1911. It must be held, therefore, that the building described in the complaint cannot be removed as a nuisance within the rules above stated."

Fraud—Illegal Marriage to Induce Cohabitation—Limitation of Action.—In Larson *v.* McMillan, in the Supreme Court of Washington (January, 1918, 170 Pac. 324), it appeared that the defendant had induced the plaintiff to enter into a ceremonial marriage under false representations that defendant was single and had the legal right to marry. A cause of action for damages sustained by the woman through such deceit was recognized, a judgment in her favor for the sum of $20,000 being affirmed. Several decisions of various courts are cited, among them that of the New York Court of Appeals in Blossom *v.* Barrett (37 N. Y. 424), holding that "a defendant who has, by false representations, procured a marriage between himself and the plaintiff, when by law he was not competent to enter into the marriage contract, is liable to her in damage," and that, "when by the statute the said attempted marriage is void, the plaintiff may maintain her action against the fraudulent husband without first procuring a formal annulment of the contract."

Several points of very considerable interest are passed upon in the principal case. It was laid down, in analogy with actions for Breach of Promise, that the financial standing of the defendant was a material issue; that the plaintiff was entitled to prove the amount of the defendant's property as bearing upon her damage, and that she was not bound by the pecuniary condition of defendant as of the date of discovery of the fraud where the value of the property at such date was speculative, but that it was within the court's discretion to permit fixing compensation as of the date of the verdict. In this connection it is observed in the opinion that "between the time of the marriage and the discovery of the fraud respondent was a dutiful wife and should be compensated for her loss as an equivalent to what would have been her community interest if the marriage had been valid. The property of appellant was not productive at the time of the marriage, nor was it, as we remember the record, of proved value when respondent left appellant. The character of the property is such that the law classes it as speculative, and respondent was entitled to show its worth within a reasonable time after it was developed."

The question principally discussed was as to the bearing of the Statute of Limitations. In Wood on Limitations (4th ed., vol. 2, sec. 276b5), the general rule is laid down that "where fraud relied on as the basis of an action for deceit is concealed by the defendant, the Statute of Limitations does not begin to run until it is discovered, or might

have been discovered, by plaintiff in the exercise of reasonable diligence." In the present case it was held that although plaintiff discovered a letter written to defendant, her supposed husband, telling of defendant's family, and indicating that he had another wife living, as defendant assured plaintiff that he had never been married, and she continued to live with him until by investigation she discovered that he had another wife, the Statute of Limitations did not begin to run until such actual discovery, the husband's representations being a continuing fraud. On this point the court said in part:

"We may grant that respondent had a cause of action when the marriage ceremony was performed, and that she had a cause of action at the time she discovered the letter from appellant's son, but she was not bound to bring a suit unless she knew, or should have known, of the fraud. The law binds a party to the exercise of no more than 'ordinary care' and 'reasonable diligence'; and the wrongdoer cannot set up a lack of care or diligence when by his concealments he has lulled his victim to sleep upon his rights. The law intends that no one shall profit by his own fraud, or that the statute shall be seized upon as a means whereby a fraud is made successful and secure." (p. 327.)

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Preceding this on p. 326, the court had said: "Whatever their relations to others may have been, the principals in this unfortunate affair were not dealing at arm's length. They were conjugate, and their relations inter sese were as fiduciary as if the marriage had been a valid one. The trust of a wife is not to be swept away as a thistledown by a breath of suspicion. It is the policy of the law, for the good of society demands it, that trust and confidence between a husband and wife shall be sustained to the very limit. * * * No right of action accrued until appellant had ceased to live his lie. So long as he cohabited with respondent as her husband, he continued to falsely represent, and cannot now be heard to say that respondent is barred because she believed him and in him.

"Morrill *v.* Palmer (68 Vt. 1, 33 Atl. 829; 33 L. R. A. 411) is a case very similar to the one at bar. The parties were married in the year 1860. At the time defendant had a wife living from whom he had not obtained a divorce. He represented himself to be a single man. It was contended that the cause of action accrued at the time the marriage ceremony was performed, or, if not at that time, that plaintiff had notice of the facts sufficient to put her upon inquiry, which, if pursued, would have led to a discovery of the fraud. The facts relied on were: That plaintiff 'had visited the defendant's father's family in 1864 and was informed that a little girl then there was the defendant's child; that the defendant's mother told the plain-

tiff that the defendant had been married before, but that he had been divorced.'

"The court held that: 'She had a right to presume that the divorce was granted prior to her marriage, for she was told by her husband that her marriage with him was legal.'

Upon the main question the court said:

'It is error to assume that the cause of action for these wrongs accrued at the time of the marriage. The representations of the defendant were continuous. He perpetrated a most gross, willful and deliberate fraud upon the plaintiff not only by his statements that he had made prior to his marriage, but by the act of marriage itself, and his continuing to live with the plaintiff as her husband for a generation. It was a continuing fraud. He made these fraudulent and deceitful representations at the time the contract was negotiated, at the time the marriage was solemnized and consummated, and he continued by his conduct to make them daily from the rising of the sun until the going down of the same.'"

It is pointed out in the opinion that there is a statutory provision of the State of Washington "to the effect that one who has been defrauded may bring an action after the fraud is discovered." Even without such an express enactment, however, it would seem that the general rule above quoted from Wood on Limitations ought to apply to a case of this character.

Libel and Slander—Publication—Dictation to Stenographer.—It was formerly held that the dictation of a letter to a stenographer by an officer of a corporation in whose employ the stenographer was, constituted a publication of the letter, but the present rule is that where such dictation is done in the course of business it is not a publication. The case of Cartwright Caps Company *v.* Fichel, reported in 113 Miss. 359, 74 South 274, lays down the rule that now obtains generally. The court in that case said: "The appellant in this case is a corporation, and, of course, can act only through agents, and the acts of both the president and the stenographer to whom the letter was dictated are the acts of the corporation. In our opinion, under the present conditions, the dictation of a letter to a stenographer, when employed by a person or corporation as a stenographer in the business, is not a sufficient publication, in the absence of any repetition by the person or stenographer to other persons." The decision is also reported in Ann. Cases, 1917E, 985, where a note collects the authorities and discusses the rule.